

Recorded Jan. 21, 1958 at 10:00 A. M.

LIBER 17 PAGE 309

"EXHIBIT" "A"

This MORTGAGE, made this 17th day of January, 1958,

by us, Charles S. Tyeryar and Gloria F. Tyeryar, his wife, of Frederick County, State of Maryland,

W I T N E S S E T H :

WHEREAS, Charles S. Tyeryar and Gloria F. Tyeryar, his wife, are justly indebted unto Augustus C. Tyeryar for money borrowed in the principal sum of Six Thousand, Nine Hundred Eighteen Dollars and Thirty-four Cents (\$6,918.34) as evidenced by their promissory note of even date herewith, with interest from date at the rate of four per cent (4%) per annum on the unpaid principal balance of said note until paid, payable quarterly, said principal and interest being payable at the residence of the Mortgagee, at Frederick, Maryland, and the principal of said note being payable in quarterly installments of Fifty Dollars (\$50.00) each, the first of said quarterly installments being due and payable on the 17th day of April, 1958, and on the 17th day of July, October, January and April of each year thereafter until said note shall be fully paid, except that the final installment of principal and interest, if not paid sooner, shall be due and payable on the 17th day of *January*, 1968;

AND WHEREAS, the privilege is hereby reserved to make additional payments in any amount on account of said principal sum on any quarterly payment date as hereinbefore provided;

AND WHEREAS, in event of default in the payment of any installment of principal and/or interest, or any portion thereof, all of said principal and interest shall, at the option of the Mortgagee, become at once due and payable without further notice;

AND WHEREAS, the better to secure the payment of said principal sum and the interest to accrue thereon in the manner and at the time above set forth, this mortgage is executed and delivered,

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, we, the said Charles S. Tyeryar and Gloria F. Tyeryar, his wife, do hereby grant and convey in fee simple unto Augustus C. Tyeryar, his heirs and assigns, all that lot or parcel of land situate, lying and being on the